United States Bankruptcy Court Southern District of Texas

ENTERED

July 15, 2025 Nathan Ochsner, Clerk

IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION

	X	
In re:	: :	Chapter 11
RUNITONETIME LLC, et al.,	: :	Case No. 25-90191 (ARP)
Debtors. ¹	: :	(Jointly Administered)
	: x	

ORDER (I) AUTHORIZING THE DEBTORS TO (A) PAY PREPETITION INSURANCE PROGRAM OBLIGATIONS, AND (B) MAINTAIN THE INSURANCE POLICIES POSTPETITION; AND (II) GRANTING RELATED RELIEF [RELATES TO DOCKET NO. 5]

Upon the emergency motion (the "*Motion*")² of the Debtors for entry of an order (this "*Order*") (i) authorizing, but not directing, the Debtors to (a) maintain, renew, amend, supplement, replace, or extend the Insurance Programs; and (b) pay any Insurance Obligations; and (ii) granting related relief, all as more fully set forth in the Motion; and the Court having reviewed the Motion and the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary, except as set forth in the Motion with respect to entry of this Order; and upon the record herein; and after due deliberation thereon; and all

A complete list of the Debtors in the Chapter 11 Cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://restructuring.ra.kroll.com/RunItOneTime/. The Debtors' mailing address is 12530 NE 144th Street, Kirkland, Washington 98304.

² Capitalized terms used but not defined herein have the meanings given to them in the Motion.

objections, if any, to the Motion having been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

- 1. The Debtors are authorized, but not directed, to maintain and continue the Insurance Programs in the ordinary course of business.
- 2. The Debtors are authorized, but not directed, to pay any amounts owed in respect of the Insurance Obligations (including amounts owed to the Insurers, the Brokers, and the Premium Financing Provider), whether arising prepetition or postpetition, in the ordinary course of business.
- 3. The Debtors are further authorized, but not directed, to honor the terms of the Premium Financing Agreement and pay all obligations thereunder.
- 4. The Debtors are authorized, but not directed, to renew, replace, modify, extend, or add to the Insurance Programs in the ordinary course of business as needed, including but not limited to entering into new insurance policies, premium financing agreements, broker contracts, surety bonds, and letters of credit through renewal or purchase of new insurance coverage or insurance policies, broker contracts, surety bonds, and letters of credit, or by posting collateral as required by the Insurers, Brokers, or Premium Financing Provider; *provided*, *however*, the Debtors will notify the U.S. Trustee, counsel to the Ad Hoc Group and Backstop Parties, and any statutory committee appointed in these cases if the Debtors materially renew, amend, supplement, modify, extend, terminate, replace, increase, or decrease existing insurance and surety coverage or change

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insurance or surety carriers, enter into any new premium financing agreements, or obtain additional insurance or surety coverage.

- 5. The Banks are authorized to receive, process, honor, and pay any and all checks issued, or to be issued, and electronic funds transfers requested, or to be requested, by the Debtors relating to such obligations set forth herein, to the extent that sufficient funds are on deposit in available funds in the applicable bank accounts to cover such payments. The Banks are authorized to accept and rely on all representations made by the Debtors with respect to which checks, drafts, wires, or automated clearing house transfers should be honored or dishonored in accordance with this or any other order of this Court, whether such checks, drafts, wires, or transfers are dated prior to, on, or subsequent to the Petition Date, without any duty to inquire otherwise.
- 6. Notwithstanding the relief granted herein or any actions taken hereunder, nothing contained in this Order shall create any rights in favor of, or enhance the status of any claim held by, any person to whom any obligations under the Insurance Programs are owed.
- 7. The Debtors' banks and financial institutions are authorized to receive, process, honor, and pay all checks, drafts, electronic fund transfers, or other forms of payment drawn or issued on the Debtors' bank accounts before the Petition Date for the Prepetition Insurance Program Obligations that have not been honored and paid as of the Petition Date (or to reissue checks, drafts, electronic fund transfers, or other forms of payment drawn or issued on the Debtors' bank accounts, as may be necessary), and are authorized to rely on the Debtors' directions or representations as to which checks, drafts, transfers, or other forms of payment drawn or issued on the Debtors' bank accounts are subject to this Order; *provided* that sufficient funds are on deposit in the applicable bank accounts to cover such payments, and any such banks and financial institutions shall not have any liability to any party for relying on such directions or representations by the Debtors as provided in this Order.

- 8. The Debtors shall maintain a matrix/schedule of payments made pursuant to this Order, including the following information: (a) the names of the payee; (b) the date and amount of the payment; (c) the category or type of payment, as further described and classified in the Motion. On the last business day of each month and ending upon entry of an order confirming a plan or dismissing or converting the Chapter 11 Cases, the Debtors shall provide a copy of such matrix/schedule to the U.S. Trustee, counsel to the Ad Hoc Group and Backstop Parties, and any statutory committee appointed in the Chapter 11 Cases covering all payments made pursuant to this Order during the prior month.
- 9. Nothing in the Motion or this Order, or any payment made pursuant to this Order, is intended to be or shall be deemed as (a) an implication or admission as to the amount of, basis for, or validity of any claim against the Debtors; (b) a waiver or limitation of the Debtors' or any other party in interest's right to dispute the amount of, basis for, or validity of any claim; (c) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable non-bankruptcy law; (d) a waiver of the obligation of any party in interest to file a proof of claim; (e) a promise or requirement to pay any particular claim; (f) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law; (g) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (h) an admission that any lien satisfied pursuant to the Motion is valid (and all rights to contest the extent, validity, or perfection or seek avoidance of all such liens are expressly reserved); or (i) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code. Any payment made pursuant to this Order is not, nor shall it be construed as, an admission to the validity of any claim or waiver of the Debtors' or any other party in interest's rights to dispute such claim subsequently.

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10. Nothing in this Order shall be construed to (a) create or perfect, in favor of any

person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (b)

alter or impair any security interest or perfection thereof, in favor of any person or entity, that

existed as of the Petition Date.

11. Nothing in this Order, nor as a result of any payment made pursuant to this Order,

shall be deemed or construed as a waiver of the right of Debtors, or shall impair the ability of

Debtors, to contest the validity and amount of any payment made pursuant to this Order.

12. The requirements set forth in Bankruptcy Rule 6004(a) are hereby waived.

13. Notice of the Motion is adequate under Bankruptcy Rule 6004(a) and the

Bankruptcy Local Rules.

14. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Order shall

be effective and enforceable immediately upon entry hereof.

15. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied because the

relief set forth in this Order is necessary to avoid immediate and irreparable harm.

16. The Debtors are authorized and empowered to take all actions necessary or

appropriate to implement the relief granted in this Order.

17. The Court retains jurisdiction with respect to all matters arising from or related to

the implementation, interpretation or enforcement of this Order.

Signed: July 15, 2025

United States Bankruptcy Judge

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EXHIBIT A

Insurance Policies¹

INSURANCE POLICIES							
Policy Named Insured	Policy Type	Insurance Carrier	Coverage Period Start	Coverage Period End	Policy Number	Premium (\$)	Subject to Premium Financing Agreement
RunItOneTime LLC	Business Auto Coverage	Continental Casualty Company	9/30/2024	9/30/2025	7092807752	80,000	Yes
RunItOneTime LLC	Commercial Property	Affiliated FM Insurance Company	9/30/2024	9/30/2025	1142084	430,000	Yes
RunItOneTime LLC	Commercial Property	Lloyds of London	9/30/2024	9/30/2025	B174016806PC24	560,000	Yes
RunItOneTime LLC	Crime Protection	Great American Insurance Company	9/30/2024	9/30/2025	CAS E292229 08 00	75,000	Yes
RunItOneTime LLC	Cyber Coverage	Crum & Forster Specialty Insurance Company	9/30/2024	9/30/2025	720002310-0000	105,000	Yes
RunItOneTime LLC	Excess Property	Axis Surplus Insurance Company	9/30/2024	9/30/2025	ECF663606-24	70,000	Yes
RunItOneTime LLC	Commercial Property	Gotham Insurance Company	9/30/2024	9/30/2025	PR202400002239	50,000	Yes
RunItOneTime LLC	Commercial Property	Endurance American Specialty Insurance Company	9/30/2024	9/30/2025	ESP30045855601	135,000	Yes
RunItOneTime LLC	Commercial Property	Lexington Insurance Company	9/30/2024	9/30/2025	017195234-02	170,000	Yes
RunItOneTime LLC	Excess Third Party Liability	Arch Specialty Insurance Company	9/30/2024	9/30/2025	UXP1056789-00	155,000	Yes
RunItOneTime LLC	Excess Liability	Crum & Forster Specialty Insurance Company	9/30/2024	9/30/2025	SEO-132577	145,000	Yes
RunItOneTime LLC	Excess Liability / Catastrophe Liability Policy	Westchester Surplus Lines Insurance Company	9/30/2024	9/30/2025	G4878219A 001	155,000	Yes
RunItOneTime LLC	Commercial Excess Liability	Endurance American Insurance Company	9/30/2024	9/30/2025	EXC30069633000	255,000	Yes
RunItOneTime LLC	Excess Property	Aspen Specialty Insurance Co	9/30/2024	9/30/2025	ECF675969-24	55,000	Yes
RunItOneTime LLC	Commercial Property	Lexington Insurance Company	9/30/2024	9/30/2025	017195227-02	55,000	Yes
RunItOneTime LLC	Commercial General Liability	Continental Casualty Company	9/30/2024	9/30/2025	7092807766	1,370,000	Yes

The workers' compensation and employer liability policies are included in this schedule for the sake of completeness; however, all relief sought by the Debtors in respect thereof is sought pursuant to the Wages Motion.

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RunItOneTime LLC	Kidnap, Ransom & Extortion Policy	Great American Insurance Company	9/30/2024	9/30/2025	KR E657651 03 00	5,000	Yes
RunItOneTime LLC	Sexual Molestation and Emergency Response Liability	Lloyds of London	10/1/2024	10/1/2025	B0621PMAVE005524	75,000	Yes
RunItOneTime LLC	Terrorism Coverage	Lloyds of London	9/30/2024	9/30/2025	24N40266AATO75	35,000	Yes
RunItOneTime LLC	Excess & Umbrella Liability	The Continental Insurance Company	9/30/2024	9/30/2025	7092780388	430,000	Yes
RunItOneTime LLC	Workers Compensation and Employers Liability	American Casualty Company of Reading, Pennsylvania	12/1/2024	12/1/2025	WC 7 94851456	170,000	Yes
AG Park Place Investment LLC	Flood Insurance Policy	American Bankers Insurance of Florida	10/28/2024	10/28/2025	7407364460	1,000	No
Maverick Colorado LLC	Storage Tank Liability	Chubb Insurance Company	12/12/2024	12/12/2025	G28384403 006	10,000	No
Maverick Colorado LLC	Workers Compensation and Employers Liability	Security National Insurance Company	12/1/2024	12/1/2025	SWC1467623	35,000	No
Egads, LLC	Workers Compensation and Employers Liability	National Fire Insurance Company of Hartford	9/30/2024	9/30/2025	WC 7 40285470	65,000	No
Egads, LLC	Commercial General Liability	Valley Forge Insurance Company	9/30/2024	9/30/2025	7040285453	55,000	No
Egads, LLC	Business Auto Coverage	National Fire Insurance Company of Hartford	9/30/2024	9/30/2025	7040285436	55,000	No
Egads, LLC	Excess & Umbrella Liability	The Continental Insurance Company	9/30/2024	9/30/2025	7040285467	55,000	No
RunItOneTime LLC	Workers Compensation and Employers Liability	Technology Insurance Company, Inc	12/1/2024	12/1/2025	TWC4345305	95,000	Yes
Maverick Builds LLC	Commercial General Liability	Western World Insurance Group	1/15/2025	1/15/2026	NPP8927537	20,000	No
Maverick Builds LLC	Commercial Excess Liability	Western World Insurance Group	1/15/2025	1/15/2026	AN1301807	10,000	No
Washington Gaming Inc.	ERISA	Travelers Casualty and Surety Company of America	6/13/2024	6/13/2027	106909197	500	No
Casino Caravans Inc	Business Auto Coverage	National Indemnity Company	6/20/2024	6/20/2025	70 APS 119246-01	120,000	No
RunItOneTime LLC	Excess D&O 1st	QBE Specialty	5/5/2025	5/5/2026	130009819	205,000	No
RunItOneTime LLC	Excess D&O 2nd	Endurance American Specialty Insurance Company	5/5/2025	5/5/2026	MPX30086880600	170,000	No